# CH \$90.00 2849

ETAS ID: TM377746

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lumidigm, Inc.		03/10/2016	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	HID Global Corporation	
Street Address:	611 Center Ridge Drive	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78753	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2849546	LUMIDIGM
Registration Number:	4313898	MERCURY
Serial Number:	86375149	LUMIDIGM

### **CORRESPONDENCE DATA**

**Fax Number:** 9498556371

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 9498551246

Email: lblosky@stetinalaw.com

Correspondent Name: William J. Brucker

Address Line 1: Stetina Brunda Garred & Brucker

**Address Line 2:** 75 Enterprise, Suite 250

Address Line 4: Aliso Viejo, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER: HIDLD-000	
NAME OF SUBMITTER:	William J. Brucker
SIGNATURE:	/William J. Brucker/
DATE SIGNED:	03/23/2016

### **Total Attachments: 5**

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### Trademark Assignment

This Trademark Assignment is effective as of the 30th day of April, 2015 at 11:59 pm EST (the "Effective Time") by and between Lumidigm, Inc., a Delaware corporation ("Assignor"), and HID Global Corporation, a Delaware corporation ("Assignee").

WHEREAS, at the Effective Time, all properties and assets of Assignor, both real and personal, tangible and intangible, of every kind and nature, and wheresoever located, were assigned to Assignee as a result of the merger of Assignor into Assignee in accordance with that certain Certificate of Ownership Merging Lumidigm, Inc. into HID Global Corporation signed by Assignee, as the parent company of Assignor, pursuant to Section 253 of the Delaware General Corporation Law, and Assignor executes and delivers this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- Assignee, its successors, assigns and legal representatives, all right, title and interest in and to all of Assignor's trademarks, service marks, trade dress, commercial symbols, internet domain names and trademark registrations and trademark applications for any of the forgoing, including, but not limited to the trademarks, trade names, service marks and logos listed on <a href="Schedule A">Schedule A</a> attached hereto (collectively, the "Trademarks") together with all corresponding goodwill and any and all other rights and privileges provided under the laws of all relevant jurisdictions, including without limitation the laws of the United States, of the various states, and of foreign (i.e., non-US) jurisdictions with respect to the Trademarks, including the laws of unfair competition, and with respect to pending U.S. Trademark Application No. 86/375,149 for the mark LUMIDIGM, said assignment represents an assignment to Assignee, as successor of the ongoing and existing business of Assignor, to which the LUMIDIGM mark pertains; and any and all rights in, to and under any and all licenses and other agreements and documents relating to any of the foregoing.
- 2. As of the Effective Time, Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action, claims, injunctive and other legal or equitable relief, and rights of recovery for past, current and future infringement or misappropriation of any of the Trademarks.
- 3. The Trademarks are conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to and subsisting as of the Effective Time.
- 4. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**ISIGNATURE PAGE FOLLOWS** 

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the date last signed below.

LUMIDIGM, INC.

Name: Mary Procyk

Title: Treasurer

HID GLOBAL CORPORATION

Name: Rodney Glass
Title: SVP Global Quality and operations

### STATE OF California)

### COUNTY OF Orange)

The foregoing TRADEMARK ASSIGNMENT was acknowledged before me this 25th day of February, 2016, by Mary Procyk, the Treasurer of Lumidigm, Inc., a Delaware corporation, on behalf of the Assignor, who is personally known to me/has produced as identification and who diddid not take an oath.

	KATHLEEN PATRICIA NELSON
	Commission # 2095654
	Notary Public - California
	Orange County
X	My Comm. Expires Jan 1, 2019

n (SEAL)

Printed/Typed Name: Kathleen Patricia Nelson

Notary Public-State of California Commission Number: 2095654

STATE OF	exas		
COUNTY OF _	Thanis	)	
Global Corporat	tion, a Delaware c	RADEMARK ASSIGNMENT was acknowledged before: , 20 16, by Rodney Glass, the SVP Ga 40ps corporation, on behalf of the Assignee, who is personally knowly (item east identification and who did/did not take an	nown to
	HUYNH Sign Expires State Set 3, 2018	Printed/Typed Name: Amanda Huyuh  Notary Public-State of Texas  Commission Number: 12 994 389-1	(SEAL)
	AMANDA F My Commissio September		

# Schedule A

## LUMIDIGM Worldwide Trademarks

Mark	Country	Status	Registration No.	Registration Date
ESPOOF	Argentina	Registered	2680059	3-Oct-2014
ESPOOF	Brazil	Pending	Appln. No	4-Sept-2013
			840631383	(Filing Date)
ESPOOF	Chile	Registered	1100585	27-May-2014
ESPOOF	China	Registered	13216916	27-April-2015
ESPOOF	European Union	Registered	012078994	14-Jan-2014
ESPOOF	India	Pending	Appln. No. 2582533	20-Aug-2013 (Filing Date)
ESPOOF	Indonesia	Pending	Appln, No. D00.2013.048020	9-Oct-2013 (Filing Date)
ESPOOF	Mexico	Registered	1413952	26-Nov-2013
ESPOOF	Peru	Registered	206403	26-Dec-2013
ESPOOF	Singapore	Pending	Appln. No. T1313447A	20-Aug-2013 (Filing Date)
ESPOOF	South Africa	Registered	2013/22734	27-Mar-2015
LUMIDIGM	Australia	Registered	951855	1-Sep-2003
LUMIDIGM	Brazil	Pending	Appln. No. 908222858	3-Sep-2014 (Filing Date)
LUMIDIGM	Canada	Registered	TMA686,546	25-April-2007
LUMIDIGM	China	Registered	3544908	28-Oct-2004
LUMIDIGM	European Union	Registered	003147089	10-May-2004
LUMIDIGM	Israel	Registered	164074	4-July-2004
LUMIDIGM	Japan	Registered	4812356	22-Oct-2004
LUMIDIGM	Korea	Registered	40-0584814	11-June-2004
LUMIDIGM	Norway	Registered	221369	22-Oct-2003
LUMIDIGM	Thailand	Pending	Appln. No. 953500	9-Sep-2014 (Filing Date)
LUMIDIGM	United States	Registered	2,849,546	1-June-2004
LUMIDIGM	United States	Pending	Appln. No. 86/375,149	22-Aug-2014 (Filing Date)
LUMIGUARD «	Canada	Registered ».	TMA648,196	15-Sep-2005
MERCURY	United States	Registered	4,313,898	2-April-2013

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TRADEMARK REEL: 005756 FRAME: 0303

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of	
On February 25, 2016 before me, _	Kathleen Patricia Nelson, Notary Public (insert name and title of the officer)
	(Insert name and title of the officer)
personally appeared Mary Procyk	
who proved to me on the basis of satisfactory ev	
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	KATHLEEN PATRICIA NELSON Commission # 2095654 Notary Public - California Orange Coumy My Comm. Expires Jan 1, 2019

TRADEMARK REEL: 005756 FRAME: 0304

**RECORDED: 03/23/2016**